

IMPORTANT - READ BEFORE COPYING, INSTALLING OR USING.

Do not use or load any portion of this Development Kit or any associated materials (collectively, the "Dev Kit") until you (the "Licensee") have carefully read the following terms and conditions. By loading or using the Dev Kit, you agree to the terms of this Agreement. If you do not wish to so agree, do not install or use the Dev Kit.

NOTE: THIS SOFTWARE INCLUDES THE OPEN SOURCE SOFTWARE COMPONENTS DESCRIBED IN EXHIBIT 1.

If you agree to this Agreement on behalf of a company, you represent and warrant that you have authority to bind such company to this Agreement, and your agreement to these terms will be regarded as the agreement of such company. In that event, "Licensee" herein refers to such company. This Agreement is a legal contract between Licensee and **Semiconductor Components Industries, LLC a Delaware limited liability company (d/b/a "onsemi")** having its principal place of business at **5005 E. McDowell Road, Phoenix, Arizona 85008, U.S.A.**

- 1. Delivery of Software.** Licensee agrees that it has received a copy of the Dev Kit.
- 2. License.**
 - 2.1 License Grant.**
 - a) onsemi hereby grants to Licensee a fully paid-up, royalty-free, non-exclusive, non-transferable and non-sublicensable license to modify the Dev Kit and associated software (i.e. "Software") as necessary to enable Licensee's products ("Licensee Products") to operate or interface with only products sold to Licensee by or on behalf of onsemi ("onsemi Products").
 - b) In addition, onsemi hereby grants to Licensee a fully paid-up, royalty-free, non-exclusive, non-transferable license to: (i) use the Dev Kit and Software, including as modified by Licensee; (ii) copy the Software as necessary for such use, and (iii) distribute the Software or Modifications (defined below), in object code format only, to Licensee's third party end-user customers ("Customers") for use by such Customers strictly in conjunction with Licensee Products.
 - c) The parties agree that the term "object code format" shall be deemed to include source code that is encrypted and obfuscated. Notwithstanding anything herein to the contrary, no license or right of any kind is granted herein by onsemi (or its licensors/suppliers) to Licensee to disclose, distribute or otherwise provide the Software or Modifications (defined below) in source code format to Licensee's customers or to any third party, with the sole exception of Licensee's consultants and subcontractors (i) that have a need to have access to such source code for purposes of the license grant of this Agreement, and (ii) that have entered into a written confidentiality agreement with Licensee specifying that such source code is onsemi confidential information and preventing unauthorized use or disclosure of such source code ("NDA").
 - d) Licensee agrees that it shall not take any actions whatsoever that could or would cause the Dev Kit, Software, or Modifications or any portion thereof to become subject to the GNU

General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Artistic License, Apache License, Q Public License, IBM Public License, or any other open source license requiring the distribution of the Software or Modifications or any part thereof in source code format.

- e) In the event Licensee makes modifications to the Software made by or on behalf of Licensee (each a “Modification”); Licensee shall notify onsemi of any Modifications and upon request shall promptly provide onsemi with a source code formatted copy of each such Modification. Licensee shall grant, and hereby does grant, to onsemi a worldwide, perpetual, irrevocable, fully paid-up, royalty- free, non-exclusive, transferable and sublicensable license under all of Licensee’s intellectual property rights (including, without limitation, patents, copyrights and trade secrets) to: (i) use, reproduce, display, license, sublicense and distribute the Modifications; and (ii) create, use, reproduce, display, license, sublicense and distribute derivative works of the Modifications.
- f) Licensee shall retain, and shall require each Customer to retain, all copyright and other notices within the Software and any modified version of the Software developed by Licensee hereunder.
- g) Licensee may only distribute the Software or Modifications to its Customers pursuant to a written license agreement. At a minimum such license agreement shall safeguard onsemi’s ownership rights to the Software. Such license agreement may be a “break-the-seal” or “click-to-accept” license agreement.
- h) The Dev Kit and Software are licensed for use only with the onsemi Products. Use of the Dev Kit or Software with non-onsemi Products is not licensed hereunder.
- i) **THE DEV KIT SOFTWARE INCLUDES THE OPEN SOURCE SOFTWARE IDENTIFIED IN EXHIBIT 1. THE CUSTOMER AGREES TO USE THESE SOFTWARE COMPONENTS IN COMPLIANCE WITH THE SPECIFIC LICENCE FOR EACH OPEN SOURCE SOFTWARE. NOTWITHSTANDING ANY OTHER AGREEMENTS BETWEEN THE PARTIES, THE CUSTOMER HEREBY AUTHORIZES ONSEMI TO PROVIDE THE OPEN SOURCE SOFTWARE TO LICENSEE AND LICENSEE ASSUMES ALL RISK AND LIABILITY ASSOCIATED WITH USING THE OPEN SOURCE SOFTWARE.**

2.2 Ownership; No Implied Licenses. Subject to the licenses expressly granted herein by onsemi to Licensee, onsemi (and/or its licensors/suppliers) retains all rights, title and interest in and to the Dev Kit and Software and all patents, copyrights, trademarks, trade secrets, and all other proprietary or intellectual rights therein. onsemi (and/or its licensors/suppliers) reserves all rights not expressly granted hereunder, and there are no implied licenses granted by onsemi hereunder. Subject to the license granted herein by Licensee to onsemi with respect to Modifications, and subject in all cases to onsemi’s (and/or its licensors’/suppliers’) rights, title and interest in and to the Dev Kit and Software and all patents, copyrights, trademarks, trade secrets, and all other proprietary or intellectual property rights therein, Licensee retains all rights, title and interest in and to the Modifications and all patents, copyrights, trademarks, trade secrets, and all other proprietary or intellectual property rights therein. Licensee reserves all rights not expressly granted hereunder, and there are no implied licenses granted by Licensee hereunder. Certain elements of the Dev Kit and/or Software may be provided in files/data formatted for use with or by certain third party software/tools/products. No licenses or rights to any such third party software/tools/products are granted to Licensee by onsemi. Licensee shall ensure that it has

obtained all necessary licenses and rights to use any such third party software/tools/products which are necessary in order to utilize the Dev Kit and/or Software.

2.3 **Restrictions.** Except as expressly permitted in this Agreement, Licensee shall not use, modify, copy or distribute the Dev Kit and/or Software. The Dev Kit and Software are the confidential information of onsemi (and/or its licensors). Except as expressly permitted in this Agreement, Licensee shall not disclose, or allow access to, the Dev Kit and/or Software to any third party. Except as expressly permitted in this Agreement, Licensee shall not itself and shall restrict Customers from: copying, modifying, creating derivative work of, decompiling, disassembling or reverse-engineering the Dev Kit and/or Software (or any part thereof).

2.4 Licensee acknowledges and agrees that Licensee is solely and wholly responsible and liable for any and all Modifications, Licensee Products, and any and all other products and/or services of Licensee, including without limitation, with respect to the installation, manufacturing, testing, distribution, use, support and/or maintenance of any of the foregoing.

3. Warranty Disclaimer. THE DEV KIT AND SOFTWARE ARE PROVIDED BY ONSEMI TO LICENSEE HEREUNDER "AS IS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER. WITHOUT LIMITING THE FOREGOING, ONSEMI (AND ITS LICENSORS/SUPPLIERS) HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES IN RELATION TO THE DEV KIT AND/OR SOFTWARE, ANY MODIFICATIONS, OR THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY AND ALL REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM A COURSE OF DEALING, TRADE USAGE, TRADE CUSTOM OR TRADE PRACTICE.

4. No Support Obligation. Licensee acknowledges and agrees that onsemi (and its licensors/suppliers) has no and shall have no obligation or responsibility whatsoever under this Agreement to provide to Licensee, Customers, or any third party, any maintenance, support or assistance ("Support"), including without limitation in relation to the Dev Kit, Software, Modifications or Licensee Products, and onsemi (and its licensors/suppliers) cannot and shall not be held liable or responsible to Licensee, Customers, or any third party for the failure to provide any such Support. However, during the term of this Agreement onsemi may from time-to-time in its sole discretion provide such Support to Licensee, and provision of same shall not create nor impose any future obligation on onsemi to provide any such Support. Such Support may include provision by onsemi to Licensee of updates and/or upgrades to the Dev Kit and/or Software, which may include bug fixes and/or error corrections, and any such updates and/or upgrades to the Dev Kit and/or Software provided by onsemi to Licensee shall be deemed and considered to be the Software and the Dev Kit hereunder and shall be governed by the terms and conditions of this Agreement. Licensee is and shall be solely responsible and liable for any Modifications and for any Licensee Products, and for testing the Dev Kit, Software, Modifications and Licensee Products, and for testing and implementation of the functionality of the Software and Modifications with the Licensee Products.

5. Term and Termination.

5.1 Term. The term of this agreement is perpetual unless terminated by onsemi as set forth herein.

5.2 Termination by onsemi. onsemi shall have the right to terminate this Agreement at any time or upon written notice to Licensee if: (i) Licensee commits a material breach of this Agreement and does not cure or remedy such breach within thirty (30) days after receipt of written notice of such breach from onsemi; or (ii) Licensee uses the Software or the Dev Kit outside of the scope of the Agreement; or (iii) Licensee becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors if such petition or proceeding is not dismissed with prejudice within sixty (60) days after filing.

5.3 Effect of Termination/Expiration. The following Sections of this Agreement shall survive the termination or expiration of this Agreement for any reason: 2.1(f), 2.2, 2.3, 2.4, 3, 4, 5, 7, 8, 9 and 11. Any Software or modified Software distributed by Licensee, shall not be effected solely by reason of such termination or expiration of this Agreement. Upon the effective date of termination of this Agreement, all licenses granted to Licensee hereunder shall terminate and Licensee shall cease all use, copying, modification and distribution of the Software and shall promptly either destroy or return to onsemi all copies of the Software in Licensee's possession or under Licensee's control. Within 30 days after the termination of the Agreement, Licensee shall furnish a statement certifying that all Software and related documentation have been destroyed or returned to onsemi.

6. **Export**. Licensee agrees that it shall comply fully with all relevant and applicable export laws and regulations of the United States or foreign governments ("Export Laws") to ensure that neither the Software, nor any direct product thereof is: (i) exported directly or indirectly, in violation of Export Laws; or (ii) intended to be used for any purposes prohibited by the Export Laws, including without limitation nuclear, chemical or biological weapons proliferation.

7. **Limitation of Liability**. **ONSEMI (AND ITS LICENSORS/SUPPLIERS) SHALL NOT BE RESPONSIBLE OR LIABLE UNDER ANY CIRCUMSTANCES OR ANY LEGAL THEORY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY LOST REVENUE OR PROFITS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS, OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES WHATSOEVER ARISING OUT OF OR RELATING TO THE DEV KIT, SOFTWARE, MODIFICATIONS, OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. ONSEMI'S TOTAL LIABILITY FOR ANY AND ALL COSTS, DAMAGES, CLAIMS, INDEMNIFIABLE CLAIMS, OR LOSSES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR PRODUCTS SUPPLIED BY THIS AGREEMENT IS LIMITED TO THE AGGREGATE AMOUNT PAID BY LICENSEE TO ONSEMI IN CONNECTION WITH THE DEV KIT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.**

8. **Indemnification**. Licensee acknowledges and agrees that Licensee is solely and wholly responsible and liable for any and all Modifications, Licensee Products, use of the Open Source Software, and any and all of Licensee's other products and/or services, including without

limitation, with respect to the installation, manufacturing, testing, distribution, use, support and/or maintenance of any of the foregoing. Licensee shall, at Licensee's sole expense, defend, indemnify and hold harmless onsemi and its subsidiaries and affiliates from and against any and all claims, demands, suits, actions, and proceedings ("Claim(s)"), and all related damages, costs, and expenses (including reasonable attorney's fees), arising from, related to or in connection with Modifications, Licensee Products, and the Software in combination with Modifications and/or Licensee Products, including without limitation, in relation to product liability or infringement of third party rights. onsemi shall: (a) notify Licensee promptly upon learning of such a Claim; (b) give Licensee reasonable information and assistance regarding such Claim; and (c) tender to Licensee authority to direct the defense of such Claim, including negotiation of any settlement in relation thereto, provided however that Licensee shall not enter into any such settlement without onsemi's express prior written consent, which consent shall not be unreasonably withheld.

9. Publicity. Licensee agrees that it shall not issue any press releases containing, nor advertise, reference, reproduce, use or display, onsemi's name or any trademark without onsemi's express prior written consent in each instance; provided, however, that Licensee may indicate that the Licensee Product is interoperable with onsemi Products in product documentation and collateral material for the Licensee Product.

10. Performance Comparisons. Licensee shall not distribute externally or disclose to any Customer or to any third party any reports or statements that directly compare the speed, functionality or other performance results or characteristics of the Dev Kit and/or Software with any similar third party products without the express prior written consent of onsemi in each instance; provided, however, that Licensee may disclose such reports or statements to Licensee's consultants and subcontractors (i) that have a need to have access to such reports or statements for purposes of the license grant of this Agreement, and (ii) that have entered into a written confidentiality agreement with Licensee no less restrictive than that certain NDA.

11. Miscellaneous.

11.1 Governing Law. This Agreement shall be interpreted, construed and governed in all respects in accordance with the laws of the state of New York, USA, excluding its conflict of laws provisions. The UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to any purchases made hereunder. The Federal and State courts of New York shall have exclusive jurisdiction and venue over all controversies arising out of, or relating to this Agreement. Each party consents to the exercise by any such court of personal jurisdiction over them and each party waives any objection it might otherwise have to venue, personal jurisdiction, inconvenience of forum, and any similar or related doctrine. Each party hereby waives to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Agreement. However, nothing shall limit onsemi's ability to assert its intellectual property rights in any court of competent jurisdiction or any government agency, including: the right to seek injunctive relief; or file, defend, oppose, or challenge patents, copyrights, or trademarks; or enforcing an award in any court of law; or forgo mediation and directly seek relief via judicial or government agency proceedings.

11.2 Assignment. Neither party may assign its rights and obligations hereunder without the prior written consent of the other, except that onsemi is permitted to subcontract all or part of its

obligations hereunder as it deems necessary, and this Agreement shall apply to onsemi's Affiliates. Any unauthorized assignment shall be null and void.

11.3 Limitations on Use. The Dev Kit and/or Software is not designed, developed, licensed or provided for use in connection with any nuclear facility, or in connection with the flight, navigation or communication of aircraft or ground support equipment, or in connection with military or medical equipment/applications or activities, or any other inherently dangerous or high risk equipment/applications or activities ("High Risk Use"). Licensee agrees that onsemi (and its licensors/suppliers) shall not be liable or responsible for any claims, losses, demands, costs, expenses or liabilities whatsoever arising from or in relation to any such High Risk Use of the Software, Modifications or Licensee Products by Licensee or Customers.

11.4 Severability; Waiver. If any provision or part of any provision of this Agreement is invalidated by operation of law or otherwise, that provision or part will, to that extent, be deemed omitted and the remainder of the Agreement will remain in full force and effect. In the place of any such invalid provision or part thereof, the Parties undertake to agree on a similar but valid provision, the effect of which is as close as possible to that of the invalid provision or part thereof.

11.5 Remedies Not Exclusive. The remedies herein are not exclusive, but rather are cumulative and in addition to all other remedies available to onsemi.

11.6 Records; Audit. Licensee agrees that it shall maintain accurate and complete records relating to this Agreement during the term of this Agreement. Upon reasonable advance written notice, onsemi shall have the right no more frequently than once in any 12 month period during the term of the Agreement, through an independent third party approved by Licensee in writing (such approval not to be unreasonably withheld), to examine and audit such records and Licensee's compliance with the terms of this Agreement. Any such audit shall not interfere with the ordinary business operations of Licensee and shall be conducted at the expense of onsemi.

11.7 No Joint Venture, Agency, etc. Nothing in this Agreement shall be deemed to create a partnership or any agency relationship between onsemi and Licensee. onsemi and Licensee are independent companies. No Party shall be entitled to act on behalf of and/or to bind the other Party. This Agreement is made solely for the exclusive benefit of the Parties and all third party rights of enforcement are hereby excluded to the fullest extent possible.

11.8 Interpretation. In this Agreement, words importing a singular number only shall include the plural and vice versa, and section numbers and headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

11.9 Entire Agreement; Amendment; Counterparts; Facsimile Copies. This Agreement constitutes the entire and final agreement between the Parties with regard to the subject matter herein and supersedes all other communications. This Agreement shall govern and prevail in the event a conflict arises between this Agreement and another agreement. No modifications to this Agreement shall be binding unless expressly agreed to in writing by onsemi.

12.0 Confidentiality.

The Software and this Agreement shall be treated as Confidential Information according to the confidentiality obligations as set forth in the NDA. Notwithstanding any disclosure period set out in the NDA, such disclosure period shall extend automatically to the extent necessary to make it

onsemi Confidential Information

coterminous with the Term of this Agreement. Notwithstanding anything herein or in the NDA to the contrary, the Dev Kit and all Software shall be considered onsemi Confidential Information and protected for an indefinite time period.

Exhibit 1

| Open Source Software (Licensor and Link to License) | Description |
|---|--------------------------------------|
| https://github.com/fivdi/pigpio/blob/master/LICENSE | PIGPIO (A Raspberry PIGPIO library) |
| https://lwip.fandom.com/wiki/License | lwIP - A Lightweight TCP/IP stack |
| https://freertos.org/a00114.html | FreeRTOS+TCP |
| https://github.com/STMicroelectronics/STM32CubeF4/blob/master/LICENSE.md | ST Micro STM32CubeF4 Driver Software |

IMPORTANT - READ BEFORE COPYING, INSTALLING OR USING.

Do not use or load any portion of this Development Kit or any associated materials (collectively, the "Dev Kit") until you (the "Licensee") have carefully read the following terms and conditions. By loading or using the Dev Kit, you agree to the terms of this Agreement. If you do not wish to so agree, do not install or use the Dev Kit.

NOTE: THIS SOFTWARE INCLUDES THE OPEN SOURCE SOFTWARE COMPONENTS DESCRIBED IN EXHIBIT 1.